Remarks

After entry of the subject Amendment, claims 1, 5, 7-10, and 13-15 will remain in the application with claims 1, 10, and 15 being in independent form. Independent claims 1, 10, and 15 are being amended to clarify the subject invention. Claims 5, 7-9, and 13-14 have been amended to correct any indefiniteness, ensure consistent use of terminology, and to revise dependencies where needed. Claims 4 and 6 have been cancelled and claims 2-3 and 11-12 where previously cancelled.

Claims 8 and 9 stand rejected under 35 USC 112 as being indefinite. Applicant has amended these claims to overcome this rejection.

Claim 15 stands rejected under 35 USC 102(b) as being anticipated by Constantine. Claims 1 and 10 stand rejected under 35 USC 103(a) as being unpatentable over Constantine. The remaining claims stand rejected under 35 USC 103(a) as being unpatentable over Constantine in view of Bauer and various other references.

Applicant has amended independent claims 1, 10, and 15 to distinguish the subject invention over the prior art of record including Constantine. In particular, these independent claims have been amended to include a dry bonding layer interposed between the fabric layer and the interlining layer to bond and impart stretch to the layers.

Constantine, as well as Bauer, disclose 'wet' methods of bonding using a liquid bonding agent. In contrast, the subject invention, as now claimed, employs a dry bonding film that is interposed between the layers.

Constantine teaches use of uncured resin or a foam (column 4, lines 35-75). The foam is collapsed by a flame into a liquid bonding agent. Constantine therefore teaches away from a dry bonding film that is interposed between two layers. Bauer also teaches away from the use of an interposed dry bonding film. In particular, column 3, lines 10-40 teaches use of an uncured or partially cured adhesive having a degree of flow. It is stated in lines 38-40 that care is taken to limit the cure of the adhesive. An alternative bonding agent is disclosed in Bauer, which is a polyester urethane foam. As in Constantine, the foam is collapsed to a liquid by a flame method. Again, the bonding agent is maintained in the uncured or partially cured state (see column 3, lines 40-50). Such 'wet' methods are difficult in practice, require considerable investment in fabric manufacturing machinery, and

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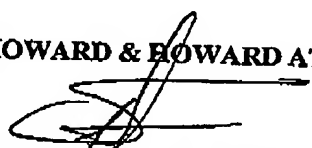are suitable only for manufacture of full width fabric.

Contrary to the teachings of the prior art, the subject invention as claimed in claims 1, 10, and 15, uses an interposed dry bonding film. The use of a dry bonding film, which was not contemplated or is even suggested by the prior art, considerably simplifies the manufacturing process reducing the cost and size of manufacturing equipment. Such a process is suitable for the manufacture of not only full width composite fabrics but also smaller fabric strips such as waistbands.

Accordingly, it is respectfully submitted that the Application, as amended, is now presented in condition for allowance, which allowance is respectfully solicited. The Commissioner is authorized to charge our Deposit Account No. 08-2789 for any fees or credit the account for any overpayment.

Respectfully submitted,

HOWARD & HOWARD ATTORNEYS, P.C.

Dated: July 10, 2006

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CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that the attached Amendment, Three-Month Extension of Time, fee of $510.00 (using deposit account), and return post card are being facsimilied to the United States Patent and Trademark Office addressed to Examiner Justin R. Fischer at Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450, facsimile number (571) 273-8300, on this 10th day of July, 2006.

Brenda J. Hughes

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